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INTERLOCAL CONTRACT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
SNHD-6-PICH-INT-15-027
(REGIONAL BICYCLE AND PEDESTRIAN PLAN FOR SOUTHERN NEVADA)

This Interlocal Contract is entered into by and between the Southern Nevada Health District ("Health District"), and the Regional Transportation Commission of Southern Nevada ("RTC") (individually referred to as "Party" and collectively as "Parties").

RECITALS

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, the Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, the Health District is the recipient of grant funding received from the Centers for Disease Control and Prevention, Department of Health and Human Services, CFDA 93.331, Grant Award 1U58DP005705, titled Southern Nevada Partnership to Improve Community Health ("PICH") wherein the RTC will revise and update the Regional Bicycle and Pedestrian Plan; and

WHEREAS, the RTC is the Metropolitan Planning Organization (MPO) that serves as the transportation planning agency for Southern Nevada; and

WHEREAS, the RTC is an identified partner on the PICH project and has agreed to provide the services for the update to the Regional Bicycle and Pedestrian Plan for Southern Nevada as described in Attachment A: Scope of Work; and

WHEREAS, the Health District and the RTC desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. TERM AND TERMINATION. This Contract shall be effective from the date of approval by the governing body of the last Party ratifying this Contract to September 29, 2017 unless sooner terminated by either Party as permitted in this Contract.

   1.01 This Contract may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

   1.02 This Contract is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability budgeted to satisfy this Contract is withdrawn, limited, or impaired.

2. COMPENSATION. The RTC will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Contract is $100,000.00 annually. This project is supported by the federal grant described on page one of this Contract to be budgeted in the amount of $100,000 annually over a three-year period; this accounts for 100% of the total funding of this project. The RTC shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto.

3. INCORPORATED DOCUMENTS. The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Contract, which are incorporated into and are specifically a part of this Contract, as follows:

   ATTACHMENT A: SCOPE OF WORK
   ATTACHMENT B: PAYMENT

4. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Contract and in respect to performance of services pursuant to this Contract. In the performance of such services, the RTC shall at all times be an independent entity with respect to the Health District. The RTC is not an employee or agent of the Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Contract will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

5. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. The Health District may, at its discretion, conduct a fiscal monitoring of expenses by the RTC at any time during the term of this Contract. The RTC will be notified in writing at least three weeks prior to the visit outlining documents that must be available prior to the Health District's visit. The Health District shall notify the RTC in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. The RTC will have the opportunity to address adverse findings in writing responding to any disagreement of

adverse findings. The Health District shall review disagreement issues, supporting documentation, and files and shall forward a decision to the RTC in writing.

6. AUDIT REQUIREMENTS.

6.01 All payments made under this Contract shall be subject to an audit and any payments shall be adjusted in accordance with said audit.

6.02 The RTC shall schedule an annual financial audit and shall submit a copy to Health District for review within six (6) months following the close of the RTC's fiscal year. Failure to meet this requirement may result in loss of current funding and disqualification from consideration for further Health District administered funding. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of the RTC that receives funding under this Contract. The RTC shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by the RTC shall be furnished to Health District to ensure conformance with all requirements.

6.03 The RTC shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. Health District may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.

6.04 Contractors receiving a combined total of $750,000 or more annually from any combination of federal funding sources are subject to federal audit requirements per Public Law 98-502, "The Single Audit Act". The RTC shall comply with OMB Circular A-133 and 2 CFR, Parts 215 and 230 as applicable. The single audit report along with any required corrective action plan, if applicable, shall be submitted to Health District for review within (6) months following the close of the fiscal year which occurs within the project period of this Contract.

7. BOOKS AND RECORDS.

7.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Contract and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Contract, from the date of termination of this Contract. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

7.02 The Health District shall, at all reasonable times, have access to RTC's records, calculations, presentations, and reports produced under this Contract for inspection and reproduction.

8. CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiably information will be shared with the RTC during the course of this Contract. Accordingly, no Business Associate Agreement is required.

9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.

10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.

14. NON-DISCRIMINATION. As an Equal Opportunity Employer, The RTC has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The RTC employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. The RTC likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

15. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations, or duties under this Contract without the prior written consent of the other Party.

17. PUBLIC RECORDS; CONFIDENTIALITY Pursuant to NRS 239.010, information or documents, including this Contract, and any other documents generated incidental thereto may be opened by the Health District to public inspection and copying. The Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

18. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

19. ENTIRE AGREEMENT. This Contract constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.

20. AMENDMENTS. This Contract may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.

21. GOVERNING LAW. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.

22. NOTICES: All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

SOUTHERN NEVADA HEALTH DISTRICT
Financial Services Department
P.O. Box 3902
Las Vegas, NV 89127

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
Raymond Hess
600 S. Grand Central Parkway
Las Vegas, NV 89106

CC: Manager of Purchasing & Contracts

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth above and have caused their duly authorized representatives to execute this Contract.

SOUTHERN NEVADA HEALTH DISTRICT

Andrew J. Glass, FACHE, MS
Director of Administration

Date: 2/4/15

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

DocuSigned by:
Laurence L. Brown
9BD793A7A53847A...

Larry Brown
Chairman

Date: 02/12/2015

Attest:

DocuSigned by:
Shavonne Jones
9056263B8AC0448...

Shavonne Jones
Executive Assistant
Office of the General Manager

Approved as to form:

Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

Approved as to form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

Greg Gilbert
RTC Outside Counsel

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ATTACHMENT A
SCOPE OF WORK

1. The RTC will update and revise the Regional Bicycle and Pedestrian Plan. A consultant will be hired to work with RTC staff and oversee stakeholder engagement, identify best practices, incorporate findings from complimentary reports from Southern Nevada, perform analysis, develop the plan, and garner support for final adoption. The updated plan will be included as an appendix to the Regional Transportation Plan (RTP) and will help the RTC identify and prioritize funding for bicycle and pedestrian infrastructure and could influence road design and construction to accommodate such facilities in the future. The Regional Bicycle and Pedestrian Plan will address how Southern Nevada measures performance for bicycling and walking in accordance with federal mandates. The updated plan will support the inclusion of elements that meet the RTC's Complete Streets Policy and will help determine project prioritization for regional funding programs.

2. The RTC's responsibilities include:

   A. Year 1 Deliverables

   i) Solicit a Request for Proposal and finalize a contract with a consultant to work with RTC staff and facilitate revision of the Regional Bicycle and Pedestrian Plan.

   ii) Prepare Existing Conditions/Data Report to gather and synthesize existing data, studies, reports, and policies including existing bike/ped data, recent RTC studies, local and regional plans, and recommendations from local jurisdictions and other stakeholders. Compile recommendations that will be used to inform plan revisions.

   iii) Convene an advisory committee of key stakeholders and coalition members to help inform and guide plan development. The advisory committee will meet at least quarterly until the revised plan is adopted. Prepare and distribute advisory committee minutes.

   iv) Attend required meetings and maintain involvement in related coalitions, safety task forces, and work groups including Partners for a Healthy Nevada coalition.

   v) Develop a Stakeholders Participation Plan to document public and agency involvement and to identify outreach strategies (project website, public surveys, stakeholder interviews, etc.) to share plan development updates.

   B. The RTC will provide monthly written program reports to Health District. The program report will be attached to the monthly invoice.

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ATTACHMENT B
PAYMENT

1. Payment to the RTC:

1.01 Payments shall be based on approved RTC invoices submitted in accordance with this Contract. The sum of payments shall not exceed the total compensation of $100,000 annually over a three (3) year period as stated in Paragraph 2 of this Contract, and no payments shall be made in excess of the maximum allowable annual budgets of $100,000 for the three-year period of this Contract.

1.02 Budget. Note: If ten percent or more of the awarded funds are moved from one approved annual budget year to another approved budget year, prior approval of the Health District is required.

Annual Budget $100,000

Consultant/Contractual: Includes costs associated with hiring a consultant to assist with stakeholder engagement, cost of consultant, identifying best practices, incorporating findings from complimentary reports from Southern Nevada, performing analysis, developing the plan, and assisting with garnering support for adoption of the final plan.	**$100,000**

1.03 The RTC's invoices shall be submitted monthly for months during which services are performed and which details costs incurred for each item identified in the project budget show in 1.02 above.

a. Backup documentation including but not limited to invoices, receipts, proof of payments or any other documentation requested by the Health District, is required, and shall be maintained by the RTC in accordance with cost principles applicable to this Contract.

b. The RTC invoices shall be signed by the RTC's official representative and shall include a statement certifying that the invoice is a true and accurate billing.

c. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.

1.04 The Health District shall not be liable for interest charges on late payments.

1.05 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.